

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF CHESAPEAKE

SHIRLEY B. DAVIS,

Plaintiff,

v.

AMANDA L. NEWINS,

Defendant.

Civil Action CL22: _____

SERVE: Amanda L. Newins

FILED IN CLERK'S OFFICE
2022 SEP - 9 PM 1:15
CHESAPEAKE CIRCUIT COURT
BY _____
D.C.

COMPLAINT

COMES NOW, Shirley B. Davis, by counsel, and asks this Court to: (1) Award Shirley B. Davis a judgment of \$541,648.85, plus interest, in compensatory damages and \$350,000.00 in punitive damages; (2) Set aside the February 21, 2021, Deed of Gift transferring the property located at and commonly known as 736 Kempsville Road, Virginia Beach, Virginia, to Amanda L. Newins because of Bobby V. Davis's lack of capacity, or in the alternative, because of undue influence, and declare the deed to be null, void, and of no effect; (3) Restore the title to 736 Kempsville Road, Virginia Beach, Virginia to Shirley B. Davis, free of any liens or encumbrances, or in the alternative, direct 736 Kempsville Road, Virginia Beach, Virginia to be held in constructive trust for the benefit of the Shirley B. Davis; and (4) Award Shirley B. Davis her costs, expenses, and fees, including attorney's fees, expended in this matter. Shirley B. Davis demands a trial by jury.

For her Complaint, Shirley B. Davis states as follows:

1. Bobby V. Davis and Shirley B. Davis (“the Davises”) were married for 58 years and had no children either together or separately. Since 1972, they resided in the marital residence located at and commonly known as 736 Kempsville Road, Virginia Beach, Virginia 23464 (“the Kempsville Road Property”).
2. At all times relevant to this complaint, the Kempsville Road Property was owned by the Davises outright free of any debts, liens, mortgages, or encumbrances.
3. Amanda L. Newins is the great niece of the Davises and she resided at the real property located at and commonly known as 629 Staley Crest Way, Chesapeake, Virginia 23323 (“the Staley Crest Way Property”).
4. Amanda L. Newins is an attorney at law licensed and practicing in the Commonwealth of Virginia.
5. At all times relevant to this complaint, Bobby V. Davis suffered from late-stage Alzheimer’s disease and advanced dementia.
6. At all times relevant to this complaint, Shirley B. Davis required the assistance of hearing aids and glasses to effectively communicate and see.
7. By 2020, Amanda L. Newins and other family members were assisting the Davises with their activities, such as delivering groceries and transporting the Davises to routine appointments.
8. In the fall of 2020, Amanda L. Newins began telling the Davises “not to bother” other family members with requests for assistance.

9. In September 2020, after convincing and conditioning the Davises to rely solely on her for assistance and without consulting other family members, Amanda L. Newins met with the Davises in their home and told them that the thirteen-mile trip from her home to the Kempsville Road Property was too burdensome for her to continue and if the Davises remained in their home, then she could not continue to assist them and they would need to be placed in a nursing facility. Amanda L. Newins offered to have the Davises move in with her at the Staley Crest Way Property.
10. On September 15, 2020, Amanda L. Newins removed the Davises from their home and moved them into the Staley Crest Way Property. Amanda L. Newins and demanded the Davises pay \$1,000 per month in rent.
11. After the Davises moved into the Staley Crest Way Property, Amanda L. Newins told them the Kempsville Road Property would have to be renovated and remodeled in order to produce rental income for the Davises.
12. Amanda L. Newins disposed of nearly all of the tangible personal property owned by the Davises during their over 58 year marriage, including all furniture and furnishings that would be necessary for the Davises to ever have the option of returning to live in the Kempsville Road Property.
13. Shortly after the Davises moved into the Staley Crest Way Property, Amanda L. Newins isolated the Davises by preventing them from communicating with friends and relatives. She did this by withholding Bobby V. Davis's cell phone and Shirley

- B. Davis's hearing aids and glasses. Additionally, Amanda L. Newins forwarded the Davises mail to herself.
14. Amanda L. Newins repeatedly told the Davises that she had "listening devices" installed throughout the Staley Crest Way Property.
 15. As punishment for not eating, Amanda L. Newins would force Bobby V. Davis to sit at the kitchen table until he finished dinner to her satisfaction, sometimes as late as 11 p.m.
 16. Amanda L. Newins required that Shirley B. Davis complete household chores including cleaning up the fecal matter of Amanda L. Newins's four cats and two dogs.
 17. Amanda L. Newins did not provide the proper medications to the Davises.
 18. Amanda L. Newins spent over \$50,000 of the Davises' money to complete extensive renovations and upgrades to the Kempsville Road Property and she never asked for the Davises input, recommendation, or approval for any of the repairs or renovations.
 19. On November 9, 2020, the Davises each executed a Durable Power of Attorney (the "POA[s]") appointing Amanda L. Newins as their agent. A copy is attached hereto and marked "Exhibit A."
 20. The POAs do not allow self-dealing by the agent.
 21. Despite being agent under the POAs, Amanda L. Newins added herself as a joint account holder to the following accounts, which were previously owned jointly by

Shirley B. Davis and Bobby V. Davis (hereinafter referred collectively as the "Joint Account Modifications"):

- a. ABNB Money Market Account ending in *5772;
- b. ABNB Anytime Account ending *5775;
- c. ABNB Checking Account ending *5773;
- d. ABNB Savings Account ending *5770;
- e. Navy Federal Credit Union Savings ending *8704;
- f. Navy Federal Credit Union Money Market Savings ending *3366;
- g. Navy Federal Credit Union Money Market Savings ending *9761; and
- h. Navy Federal Credit Union Membership Savings ending *8001;

22. Amanda L. Newins never contributed any funds to any of the accounts on which she was a joint owner with the Davises.

23. On January 20, 2021, Amanda L. Newins, as agent for Bobby V. Davis, sold two vehicles belonging to Bobby V. Davis and used the proceeds from the sale of these vehicles to purchase herself a BMW. Documentation related to the vehicle sales and purchase are attached hereto and marked "Exhibit B."

24. On February 22, 2021, Amanda L. Newins coerced the Davises to execute a deed gifting the Kempsville Road Property owned by Shirley B. Davis and Bobby V. Davis to Amanda L. Newins. A copy of the February 22, 2021, Deed of Gift is attached hereto and marked "Exhibit C."

25. The Deed of Gift states that it was prepared by attorney Kevin Hubbard, yet Kevin Hubbard has no client file related to the Davises.
26. Between 2020 and 2021 Amanda L. Newins and her husband, Brandon Newins, regularly charged personal expenses to the Davises' accounts using both debit card and credit cards. These expenses total approximately \$31,148.85 and include the following (hereinafter collectively referred to as the "Personal Expense Transactions"):
- a. Dozens of charges at Home Depot;
 - b. Restaurant charges at Carrabba's, Taste Unlimited (Greenbrier), Hardee's, Domino's Pizza, Wendy's, Zaxby's Chick-fil-a, Moe's, Mission Barbecue, Jimmy Johns, etc.
 - c. Other home improvement related charges at Floor and Décor, Sherwin Williams, and Ferguson;
 - d. Charges at Target and Amazon.com.
27. On March 26, 2021, Bobby V. Davis was admitted to the hospital.
28. After Bobby V. Davis was admitted to the hospital, Amanda L. Newins prevented family members, including Shirley B. Davis, from visiting Bobby V. Davis.
29. On March 28 2021, Amanda L. Newins removed Shirley B. Davis from the Staley Crest Way Property and dropped her off at the home of Debra Gregory stating, "Make sure you file your taxes as single because I am going to make sure Bobby divorces you for abandonment." Amanda L. Newins would not allow Shirley B.

- Davis to return to the Staley Crest Way Property and she currently still resides at the home of Debra Gregory.
30. On March 29, 2021, Amanda L. Newins attempted to withdraw approximately \$85,000 in investment funds held at ABNB FCU owned by the Davises.
 31. On April 17, 2021, Bobby V. Davis died testate.
 32. After the death of Bobby V. Davis, Amanda L. Newins, used his debit or credit card for her personal expenses.
 33. Amanda L. Newins prevented Shirley B. Davis from planning or having input pertaining to the funeral and burial of Bobby V. Davis, her husband of over 58 years.
 34. On April 23, 2021, the funeral service for Bobby V. Davis was held at Rosewood Memorial Park in Virginia Beach, Virginia.
 35. On April 24, 2021, Amanda L. Newins withdrew approximately \$62,000 belonging to the Davises held at ABNB FCU and on April 26, 2021, Amanda L. Newins withdrew approximately \$51,000 belonging to the Davises held at Navy FCU (hereinafter collectively referred to as the "Withdrawals").
 36. Despite repeated requests, Amanda L. Newins has not returned Shirley B. Davis's personal property including her birth certificate, Social Security Card, identification, marriage certificate or other personal property.
 37. Amanda L. Newins was in possession of Bobby V. Davis's original Will and, despite repeated requests, refused to provide it to Shirley B. Davis for over six months.

38. Amanda L. Newins has refused to provide Shirley B. Davis with her mail, including, bills and any sympathy cards relating to the death of Bobby V. Davis.

COUNT I- LACK OF CAPACITY

39. Shirley B. Davis restates and incorporates in this Count all allegations previously set forth herein.

40. At all times relevant to this complaint, Bobby V. Davis had been showing signs of Dementia and Alzheimer's Disease and had been steadily declining cognitively.

41. Bobby V. Davis lacked capacity to authorize the Personal Expense Transactions, the Withdrawals, the Joint Account Modifications, or to execute the February 22, 2021, Deed of Gift.

42. Amanda L. Newins was aware of Bobby V. Davis's lack of capacity and that he was not able to meet the essential requirements for his health, care, safety, or therapeutic needs or to manage property or financial affairs due to Dementia and Alzheimer's disease.

43. At all times relevant to this complaint, Amanda L. Newins was aware of Bobby V. Davis's lack of capacity as evidenced by her statements to his medical providers. A copy of Bobby V. Davis's medical records are attached hereto and marked "Exhibit D."

COUNT II- UNDUE INFLUENCE

44. Shirley B. Davis restates and incorporates in this Count all allegations previously set forth herein.

45. In the alternative to the above count of lack of capacity, if Bobby V. Davis had capacity to sign the Deed of Gift, and/or to authorize the Personal Expense Transactions, authorize the Withdrawals, or authorize the Joint Account Modifications, Amanda L. Newins unduly influenced him to execute and authorize the same.
46. Amanda L. Newins unduly influenced Shirley B. Davis to sign the Deed of Gift, and/or to authorize the Personal Expense Transactions, authorize the Withdrawals, or authorize the Joint Account Modifications.
47. Amanda L. Newins had a confidential relationship with the Davises; specifically Amanda L. Newins was the agent under their POAs, their attorney, and Bobby V. Davis's caretaker.
48. Amanda L. Newins and the Davises held a special confidence towards each other and she acquired a habitual influence over them.
49. At all times relevant to this complaint, Bobby V. Davis was suffering from profound medical disabilities and great weakness of mind resulting from dementia and Alzheimer's disease.
50. At all times relevant to this complaint, the Davises were incapable of free agency.
51. From September 2020, until Bobby V. Davis death, Amanda L. Newins willfully and wrongfully took advantage of her confidential relationship with the Davises and Bobby V. Davis's incapacity by exerting undue influence on them, inducing them

to execute the Deed of Gift, to authorize the Personal Expense Transactions, to authorize the Withdrawals, and to authorize the Joint Account Modifications.

52. The undue influence exerted by Amanda L. Newins subverted and overpowered the mind and free will of the Davises.

53. The products of Amanda L. Newins's undue influence the Deed of Gift, the Personal Expense Transactions, the Withdrawals, and the Joint Account Modifications.

COUNT III- BREACH OF FIDUCIARY DUTY

54. Shirley B. Davis restates and incorporates in this Count all allegations previously set forth herein.

55. As agent under Bobby V. Davis' Power of Attorney, Amanda L. Newins owed a fiduciary duty to Bobby V. Davis.

56. Amanda L. Newins breached her fiduciary duty to Bobby V. Davis and Shirley B. Davis by engaging self-dealing and by making unauthorized gifts to herself, specifically the Personal Expense Transactions and the Withdrawals.

57. Amanda L. Newins breached her fiduciary duty to Bobby V. Davis and Shirley B. Davis by prompting the Joint Account Modifications when she could have assisted the Davises with the POAs without needing ownership in their bank accounts.

COUNT IV- UNJUST ENRICHMENT

58. Shirley B. Davis restates and incorporates in this Count all allegations previously set forth herein.

59. Amanda L. Newins has received numerous assets belonging to Bobby V. Davis and Shirley B. Davis, including approximately \$113,000 from the Withdrawals, home renovation costs of approximately \$50,000, \$31,148.85 from the Personal Expense Transactions, a vehicle worth \$12,500, and the Kempsville Road Property with an approximate value of \$335,000.
60. The Power of Attorney did not authorize Amanda L. Newins to make gifts, to create or change beneficiary designations, or to create or change rights of survivorship.
61. A benefit has been conferred on Amanda L. Newins in obtaining assets owned by the Davises through the Personal Expense Transactions, the Withdrawals, the Joint Account Modification, and the Deed of Gift.
62. Amanda L. Newins has knowledge of the benefit conferred on her through the Personal Expense Transactions, the Withdrawals, the Joint Account Modification, and the Deed of Gift.
63. Amanda L. Newins was unjustly enriched by the Personal Expense Transactions, the Withdrawals, the Joint Account Modification, and the Deed of Gift, all of which were a product of Amanda L. Newins 's undue influence over Bobby V. Davis and Shirley B. Davis.

COUNT V- CONSTRUCTIVE TRUST

64. Shirley B. Davis restates and incorporates in this Count each allegation previously set forth herein.

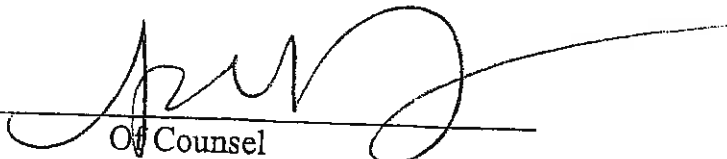
65. Because of the above described undue influence by Amanda L. Newins, unjust enrichment upon Amanda L. Newins, and the breach of fiduciary duty by Amanda L. Newins, assets previously belonging to Bobby V. Davis and Shirley Davis obtained by Amanda L. Newins through the Personal Expense Transactions, the Withdrawals, the Joint Account Modification, and the Deed of Gift. are held in a constructive trust for the benefit of Shirley B. Davis and The Estate of Bobby V. Davis, deceased.

WHEREFORE, Shirley B. Davis asks this Court to:

1. Award Shirley B. Davis a judgment of \$541,648.85, plus interest, in compensatory damages and \$350,000.00 in punitive damages;
2. Set aside the February 21, 2021, Deed of Gift transferring the property located at and commonly known as 736 Kempsville Road, Virginia Beach, Virginia to Amanda L. Newins because of Bobby V. Davis's lack of capacity, or in the alternative, because of undue influence and declare it to be null, void, and of no effect;
3. Restore the title to 736 Kempsville Road, Virginia Beach, Virginia to Shirley B. Davis, free of any liens or encumbrances, or in the alternative, direct 736 Kempsville Road, Virginia Beach, Virginia to be held in constructive trust for the benefit of the Shirley B. Davis;
4. Award Shirley B. Davis her costs, expenses, and fees, including attorney's fees, expended in this matter; and

5. Grant such other and further relief as the nature of this case may require or to equity shall seem fair.

SHIRLEY B. DAVIS

By: 
Of Counsel

Ashley B. Horbal, Attorney at Law (VSB # 89007)
Oast & Taylor PLC
277 Bendix Road, Suite 400
Virginia Beach, Virginia 23452
Tel: 757-452-6200
Fax: 757-452-6201
Email: Horbal@OastTaylor.com

General Durable
Power of Attorney
for
**SHIRLEY BEAGLE
DAVIS**

Dated: November 9, 2020

Springer Law Group
508 Baylor Court, Suite B
Chesapeake, VA 23320
(757) 410-7760
cnieger@springerlawgrp.com
www.springerlawgrp.com



GENERAL DURABLE POWER OF ATTORNEY

FOR

SHIRLEY BEAGLE DAVIS

I, SHIRLEY BEAGLE DAVIS, do hereby appoint AMANDA LEE NEWINS to serve as my agent under this General Durable Power of Attorney.

I intend to create a General Durable Power of Attorney under Virginia Code Section 64.2-1602; therefore, this power shall not terminate on my subsequent disability or incapacity. This General Power of Attorney shall be exercisable immediately upon its execution. The powers enumerated herein shall remain in full force and effect thereafter until this General Power of Attorney is revoked or amended, upon my recovery from a disability or incapacity, or, upon my death.

1. Powers: I hereby authorize my agent to exercise the following powers on my behalf:
 - a. to request, receive, sue for, and recover from all persons, corporations, associations or other entities (i) each and every parcel of realty and article of personalty that I own or am entitled to possess, and (ii) each and every sum of money, claim, or right, due and owing, or that may be come due and owing, to me on any and every account, contract, or tort; or, in my agent's discretion, to arbitrate or compromise therefor;
 - b. to satisfy, or reject and defend against, claims that may be asserted against me, or against any of my property or interest; or in my agent's discretion, to arbitrate or compromise therefor;
 - c. to withdraw from or close my accounts or deposits in banks or other financial institutions;
 - d. to sign any deed, contract, court order, pleading, tax return (including the consent required under IRC Sec. 2513), retirement or disability election, or any other paper, and to make (and execute all documents in connection therewith) (i) statutory and/or common law elections, including, but not limited to, elections under dower, curtesy, family allowance, exempt property, homestead allowance, and/or augmented estate statutes, and (ii) disclaimers, including the power to disclaim or to refuse to accept an

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- inheritance, life insurance proceeds, gift or other interest which I may be entitled to but for the disclaimer and to abandon property interests;
- e. to borrow money in my name on such terms as my agent may deem appropriate, and to execute notes and any documents necessary to give any lender a security interest in any or all of my real and/or personal property in connection with any loan;
 - f. to sell or lease any part, or parts, of my real or personal estate, or any interest which I may have in any real or personal estate, wherever situated, upon such terms as my agent may deem appropriate, and to make all necessary deeds and conveyances thereof, with all necessary covenants, warranties and assurances, and to sign, seal, acknowledge and deliver the same;
 - g. to buy or sell stocks, bonds, Treasury securities, or other investments on my behalf in accordance with the "prudent man" rule;
 - h. to enter any safe deposit box that I may be the lessee of, or otherwise entitled to enter, and to remove or add to its contents;
 - i. to borrow against or obtain the cash surrender value of any of my life insurance policies, and to transfer the ownership of any policies to the primary beneficiaries named therein;
 - j. to create (or add to) intervivos trusts for my benefit, with my agent, or another, as trustee, and to revoke any revocable trust created by my agent or me (provided, however, my agent shall have no power to create, add to, amend or revoke any such trust if doing so increases the share of my estate and property passing to my agent, or his or her spouse or descendants, during my life or as a result of my death, unless my agent obtains the consent of all persons who would have received the share or benefits but for the proposed change);
 - k. to have access to my will, and to make gifts to beneficiaries named therein by way of total or partial satisfaction of bequests, legacies or devises made to such beneficiaries as my will is written at the time of such gifts;
 - l. to make gifts on my behalf to my kindred and/or spouse (provided that the aggregate value of all gifts to any one of them, in any one calendar year, shall not exceed in value the amount that can pass free of federal gift tax under sections 2503 (b) and

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- 2503 (e) or any subsequent IRC provisions) and to make gifts on my behalf to any charitable organization and pay my charitable pledges and dues;
- m. to represent me before any office of the Internal Revenue Service, or before the Virginia Department of Taxation, or any other State or other taxing authority, in connection with any individual income tax or gift tax matter, to receive confidential information and to perform any and all acts that I can perform with respect to said tax matters, including the power to sign tax returns (including, but not limited to, U.S. Forms 1040 and 709, Virginia Form 760 and all other forms that may be filed in connection with any of them), and the power to receive and negotiate checks in payment of any federal or state tax refund and to prepare, sign, and file any power of attorney form (including IRS form 2848) appointing my agent or any suitable person selected by my agent as my representative before the Internal Revenue Service, state or local taxing authority;
- n. to purchase, maintain, surrender, collect, or cancel (i) life insurance or annuities of any kind on my life or the life of anyone in whom I have an insurable interest, (ii) liability insurance protecting me and my estate against third party claims, (iii) hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or any of my dependents, and (iv) casualty insurance insuring assets of mine against loss or damage due to fire, theft, or other commonly insured risk; to pay all insurance premiums, to select any options under such policies, to increase coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on my behalf, to adjust insurance losses, and the foregoing powers shall apply to private and public plans, including but not limited to Medicare, Medicaid, Supplemental Security Income and Worker's Compensation;
- o. to apply for, obtain and maintain my eligibility for government and insurance benefits on my behalf, including, but not limited, to Social Security, Supplemental Security Income, Medicare, Medicaid, and In-Home Support Services;
- p. in connection with any retirement plan, insurance policy, or annuity in which I am a participant, or of which I am a beneficiary, however established, to make

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contributions (including "rollover" contributions), to convert a traditional Individual Retirement Account ("IRA") to a Roth IRA, to receive and endorse checks or other distributions to elect a form of payment of benefits, to withdraw benefits, to make contributions and to make, exercise, waive or consent to any and all elections and/or options that I may have, and/or to designate one or more beneficiaries or contingent beneficiaries, and to change any such prior designation of beneficiary made by me or by my agent (provided, however, my agent shall have no power to designate my agent, my agent's spouse or descendants as a beneficiary or contingent beneficiary to receive a greater share of any such benefits than my agent, or such spouse or descendant, would have otherwise received unless such change is consented to by all other beneficiaries who would have received the benefits but for the proposed change);

- q. to request, receive, and review any personal or financial information, verbal or written, regarding my physical or mental health from any person or party and/or health care provider, including but not limited to, medical and hospital records (including information deemed private or confidential by the Health Insurance Portability and Accountability Act of 1996, or other similar state or federal laws) and to consent to the disclosure of this information;
- r. to appoint an ancillary agent for me in any other jurisdiction (and to revoke such appointments), and to grant unto the ancillary agent such of the powers granted herein to my agent as my agent may specifically delegate in writing (with such restrictions or limitations thereon as my agent may deem appropriate);
- s. to initiate any litigation that may be necessary in order to require third parties to recognize the validity of this power of attorney and to seek damages, including punitive damages, for injury to me or my estate because of the non-recognition;
- t. to change my domicile or place of residence, or both, for any reason, or for no reason, at any time and from time to time;
- u. to employ or otherwise engage or contract on reasonable terms, companion, geriatric care managers, assistants, nurses, or other persons, to provide health or companionship services for me that may be helpful in assisting me in the enjoyment

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of life, regardless of whether I remain in my own home or another's private home, or if I am admitted to any congregate facility;

- v. to represent me in connection with medical services reimbursed or provided by, or not reimbursed or provided by, any health insurer, health care provider, health maintenance organization, and my agent shall have complete access to my medical records and full authority to advocate in any administrative court, or setting on my behalf, and may consent on my behalf to arbitration, mediation, or any other alternative dispute resolution process; and
- w. to do all such other acts, matters, things in relation to all or any part of, or interest in, my property, affairs or business, of any kind or description, that I could do if acting personally.

2. **Compensation:** My agent shall be entitled to be repaid for all reasonable expenses incurred on my behalf under this instrument. However, my agent shall not receive compensation for services rendered to me under this power of attorney.
3. **Revocation, Amendment, or Resignation:** I reserve the right to revoke or amend this durable power of attorney by written instrument of revocation or amendment delivered to my agent and to all successor agent. If this power of attorney has been filed or recorded in the public records, then the instrument of revocation or amendment shall be filed or recorded in the same public records. My agent may resign as my agent at any time, for any or no reason, by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me.
4. **Governing Law:** I direct this power of attorney shall be interpreted and governed according to the laws of Virginia, including its validity, construction, interpretation, and termination.
5. **No limitation:** The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said attorney in fact.

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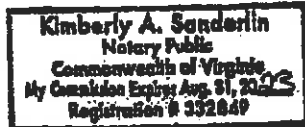
- 6. **Severability:** If any part of this General Durable Power of Attorney shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this General Durable Power of Attorney.
- 7. **Captions:** The captions in this Power of Attorney were used for ease of reference. They are not used for its interpretation.

WITNESS the following signature and seal, this 9th day of November, 2020.

Shirley B. Davis (SEAL)
SHIRLEY BEAGLE DAVIS

STATE OF VIRGINIA
 CITY OF CHESAPEAKE

The foregoing instrument was personally acknowledged before me, a Notary Public for the Commonwealth of Virginia, this 9th day of November, 2020, by **SHIRLEY BEAGLE DAVIS**, the above-designated Principal.



Kimberly A. Sanderlin
 Notary Public

My Commission Expires: 8/31/23

Notary Registration No: 332849

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General Durable
Power of Attorney
for
BOBBY VAIL DAVIS

Dated: November 9, 2020

Springer Law Group
508 Baylor Court, Suite B
Chesapeake, VA 23320
(757) 410-7760
cnieger@springerlawgrp.com
www.springerlawgrp.com

GENERAL DURABLE POWER OF ATTORNEY

FOR

BOBBY VAIL DAVIS

I, BOBBY VAIL DAVIS, do hereby appoint AMANDA LEE NEWINS to serve as my agent under this General Durable Power of Attorney.

I intend to create a General Durable Power of Attorney under Virginia Code Section 64.2-1602; therefore, this power shall not terminate on my subsequent disability or incapacity. This General Power of Attorney shall be exercisable immediately upon its execution. The powers enumerated herein shall remain in full force and effect thereafter until this General Power of Attorney is revoked or amended, upon my recovery from a disability or incapacity, or, upon my death.

1. Powers: I hereby authorize my agent to exercise the following powers on my behalf:
 - a. to request, receive, sue for, and recover from all persons, corporations, associations or other entities (i) each and every parcel of realty and article of personality that I own or am entitled to possess, and (ii) each and every sum of money, claim, or right, due and owing, or that may be come due and owing, to me on any and every account, contract, or tort; or, in my agent's discretion, to arbitrate or compromise therefor;
 - b. to satisfy, or reject and defend against, claims that may be asserted against me, or against any of my property or interest; or in my agent's discretion, to arbitrate or compromise therefor;
 - c. to withdraw from or close my accounts or deposits in banks or other financial institutions;
 - d. to sign any deed, contract, court order, pleading, tax return (including the consent required under IRC Sec. 2513), retirement or disability election, or any other paper, and to make (and execute all documents in connection therewith) (i) statutory and/or common law elections, including, but not limited to, elections under dower, curtesy, family allowance, exempt property, homestead allowance, and/or augmented estate statutes, and (ii) disclaimers, including the power to disclaim or to refuse to accept an


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- inheritance, life insurance proceeds, gift or other interest which I may be entitled to but for the disclaimer and to abandon property interests;
- e. to borrow money in my name on such terms as my agent may deem appropriate, and to execute notes and any documents necessary to give any lender a security interest in any or all of my real and/or personal property in connection with any loan;
 - f. to sell or lease any part, or parts, of my real or personal estate, or any interest which I may have in any real or personal estate, wherever situated, upon such terms as my agent may deem appropriate, and to make all necessary deeds and conveyances thereof, with all necessary covenants, warranties and assurances, and to sign, seal, acknowledge and deliver the same;
 - g. to buy or sell stocks, bonds, Treasury securities, or other investments on my behalf in accordance with the "prudent man" rule;
 - h. to enter any safe deposit box that I may be the lessee of, or otherwise entitled to enter, and to remove or add to its contents;
 - i. to borrow against or obtain the cash surrender value of any of my life insurance policies, and to transfer the ownership of any policies to the primary beneficiaries named therein;
 - j. to create (or add to) intervivos trusts for my benefit, with my agent, or another, as trustee, and to revoke any revocable trust created by my agent or me (provided, however, my agent shall have no power to create, add to, amend or revoke any such trust if doing so increases the share of my estate and property passing to my agent, or his or her spouse or descendants, during my life or as a result of my death, unless my agent obtains the consent of all persons who would have received the share or benefits but for the proposed change);
 - k. to have access to my will, and to make gifts to beneficiaries named therein by way of total or partial satisfaction of bequests, legacies or devises made to such beneficiaries as my will is written at the time of such gifts;
 - l. to make gifts on my behalf to my kindred and/or spouse (provided that the aggregate value of all gifts to any one of them, in any one calendar year, shall not exceed in value the amount that can pass free of federal gift tax under sections 2503 (b) and


Initials

- 2503 (e) or any subsequent IRC provisions) and to make gifts on my behalf to any charitable organization and pay my charitable pledges and dues;
- m. to represent me before any office of the Internal Revenue Service, or before the Virginia Department of Taxation, or any other State or other taxing authority, in connection with any individual income tax or gift tax matter, to receive confidential information and to perform any and all acts that I can perform with respect to said tax matters, including the power to sign tax returns (including, but not limited to, U.S. Forms 1040 and 709, Virginia Form 760 and all other forms that may be filed in connection with any of them), and the power to receive and negotiate checks in payment of any federal or state tax refund and to prepare, sign, and file any power of attorney form (including IRS form 2848) appointing my agent or any suitable person selected by my agent as my representative before the Internal Revenue Service, state or local taxing authority;
- n. to purchase, maintain, surrender, collect, or cancel (i) life insurance or annuities of any kind on my life or the life of anyone in whom I have an insurable interest, (ii) liability insurance protecting me and my estate against third party claims, (iii) hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or any of my dependents, and (iv) casualty insurance insuring assets of mine against loss or damage due to fire, theft, or other commonly insured risk; to pay all insurance premiums, to select any options under such policies, to increase coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on my behalf, to adjust insurance losses, and the foregoing powers shall apply to private and public plans, including but not limited to Medicare, Medicaid, Supplemental Security Income and Worker's Compensation;
- o. to apply for, obtain and maintain my eligibility for government and insurance benefits on my behalf, including, but not limited, to Social Security, Supplemental Security Income, Medicare, Medicaid, and In-Home Support Services;
- p. in connection with any retirement plan, insurance policy, or annuity in which I am a participant, or of which I am a beneficiary, however established, to make


Initials

contributions (including "rollover" contributions), to convert a traditional Individual Retirement Account ("IRA") to a Roth IRA, to receive and endorse checks or other distributions to elect a form of payment of benefits, to withdraw benefits, to make contributions and to make, exercise, waive or consent to any and all elections and/or options that I may have, and/or to designate one or more beneficiaries or contingent beneficiaries, and to change any such prior designation of beneficiary made by me or by my agent (provided, however, my agent shall have no power to designate my agent, my agent's spouse or descendants as a beneficiary or contingent beneficiary to receive a greater share of any such benefits than my agent, or such spouse or descendant, would have otherwise received unless such change is consented to by all other beneficiaries who would have received the benefits but for the proposed change);

- q. to request, receive, and review any personal or financial information, verbal or written, regarding my physical or mental health from any person or party and/or health care provider, including but not limited to, medical and hospital records (including information deemed private or confidential by the Health Insurance Portability and Accountability Act of 1996, or other similar state or federal laws) and to consent to the disclosure of this information;
- r. to appoint an ancillary agent for me in any other jurisdiction (and to revoke such appointments), and to grant unto the ancillary agent such of the powers granted herein to my agent as my agent may specifically delegate in writing (with such restrictions or limitations thereon as my agent may deem appropriate);
- s. to initiate any litigation that may be necessary in order to require third parties to recognize the validity of this power of attorney and to seek damages, including punitive damages, for injury to me or my estate because of the non-recognition;
- t. to change my domicile or place of residence, or both, for any reason, or for no reason, at any time and from time to time;
- u. to employ or otherwise engage or contract on reasonable terms, companion, geriatric care managers, assistants, nurses, or other persons, to provide health or companionship services for me that may be helpful in assisting me in the enjoyment


Initials

of life, regardless of whether I remain in my own home or another's private home, or if I am admitted to any congregate facility;

- v. to represent me in connection with medical services reimbursed or provided by, or not reimbursed or provided by, any health insurer, health care provider, health maintenance organization, and my agent shall have complete access to my medical records and full authority to advocate in any administrative court, or setting on my behalf, and may consent on my behalf to arbitration, mediation, or any other alternative dispute resolution process; and
- w. to do all such other acts, matters, things in relation to all or any part of, or interest in, my property, affairs or business, of any kind or description, that I could do if acting personally.

2. **Compensation:** My agent shall be entitled to be repaid for all reasonable expenses incurred on my behalf under this instrument. However, my agent shall not receive compensation for services rendered to me under this power of attorney.

3. **Revocation, Amendment, or Resignation:** I reserve the right to revoke or amend this durable power of attorney by written instrument of revocation or amendment delivered to my agent and to all successor agent. If this power of attorney has been filed or recorded in the public records, then the instrument of revocation or amendment shall be filed or recorded in the same public records. My agent may resign as my agent at any time, for any or no reason, by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me.

4. **Governing Law:** I direct this power of attorney shall be interpreted and governed according to the laws of Virginia, including its validity, construction, interpretation, and termination.

5. **No limitation:** The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said attorney in fact.


Initials

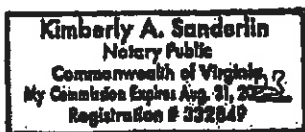
6. **Severability:** If any part of this General Durable Power of Attorney shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this General Durable Power of Attorney.
7. **Captions:** The captions in this Power of Attorney were used for ease of reference. They are not used for its interpretation.

WITNESS the following signature and seal, this 9th day of November, 2020.

Bobby Vail Davis (SEAL)
BOBBY VAIL DAVIS

STATE OF VIRGINIA
CITY OF CHESAPEAKE

The foregoing instrument was personally acknowledged before me, a Notary Public for the Commonwealth of Virginia, this 9th day of November, 2020, by **BOBBY VAIL DAVIS**, the above-designated Principal.



[Signature]
Notary Public

My Commission Expires: 8/31/23
Notary Registration No: 332849

[Signature]
Initials

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE FOR A VEHICLE
KEEP IN SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

THE DEPARTMENT OF MOTOR VEHICLES, COMMONWEALTH OF VIRGINIA, HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE HEREIN DESCRIBED IN ACCORDANCE WITH THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH, THAT THE APPLICANT NAMED ON THE FACE HEREON HAS BEEN DULY RECORDED AS THE OWNER OF SAID VEHICLE AND THAT, FROM THE STATEMENTS OF THE OWNER AND THE RECORDS ON FILE WITH THIS DEPARTMENT, THE HEREON DESCRIBED VEHICLE IS THE SECURITY INTEREST RECORD ON FILE WITH THIS DEPARTMENT, AND AS DESCRIBED HEREON IN ANY, THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH ALSO PROVIDE THAT THE TITLE AND REGISTRATION INFORMATION IN THE OFFICE OF THE DEPARTMENT OF MOTOR VEHICLES IS PRIVILEGED AND ONLY SUBJECT TO DISSEMINATION TO AUTHORIZED BUSINESS ORGANIZATIONS, EMPLOYERS, GOVERNMENT ENTITIES AND INDIVIDUALS UNDER THE CONDITIONS SPECIFIED BY MOTOR VEHICLE CODE SECTIONS 46.2-203.48 AND 46.2-203.49.

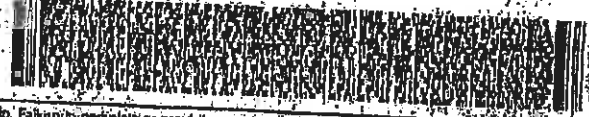
VEHICLE IDENTIFICATION NO. KMBJ23A45GH110834	ESTABLISHED 06/16/16	294	BLT19	ORIGINAL
YEAR 2016	MAKE HYUNDAI	VEHICLE BODY 4D SW		TITLE NO. 87024518
EMPTY WGT. 3325	GROSS WGT. GVWR	GCWR	AXLES 2	FUEL GAS
OTHER PERTINENT DATA 007154 UNIT 72909		SALES TAX PAID 877.93	ODOMETER *000052*	DATE ISSUED 03/19/19
Name(s) and address(es) of vehicle owner: DAVIS, BOBBY VAIL 736 KEMPSVILLE RD VIRGINIA BEACH VA 23464-2745			ODOMETER BRAND ACTUAL	PRIOR TITLE NO.

THIS IS NOT A TITLE NUMBER
 PLEASE REFER TO THE
 G 317 2 1/19

NO LIENS

VOID IF ALTERED

VOID IF ALTERED



A. If and state law requires that you state the mileage in conjunction with the date of operation. Failure to complete or providing a false statement may result in fines which may be assessed. It is hereby certified that the vehicle described in this title has been transferred to the following (printed name and address of Buyer(s)).

Buyer(s) Name: _____
 City, State, Zip: _____

ODOMETER READINGS (No. of Miles)
 (odometer discrepancy) IN EXCESS of Mechanical Limits Model year is 10 years or older and was exempted from odometer disclosure in prior state of title (applicant must present out-of-state title showing exemption)
 I certify in the best of my knowledge that the odometer reading is: ACTUAL Mileage NOT ACTUAL Mileage

Date of Sale: _____
 Sale Price: _____

Name of Seller(s): Bobby V Davis Printed Name of Seller(s): _____

Name of Buyer(s): _____ Printed Name of Buyer(s): _____

Signature of Seller(s) (indicate date of signature) _____
 Signature of Buyer(s) (indicate date of signature) _____

Dealer's No. _____ (Required for Retail Sale)

DAVIS, BOBBY VAIL
 C/O BOBBY A DAVIS
 736 KEMPSVILLE ROAD
 VIRGINIA BEACH VA 23464



vAuto

Checkered Flag BMW-MINI
5225 Virginia Beach Blvd
Virginia Beach, VA 23462

Appraisal Voucher

Customer Information Name: Brandon Newins Address: City: Region: Postal Code: Home Phone:	Appraisal Information Completed Date: 1/20/2021 12:35 PM Appraised Value: \$12,251.00 Appraiser: Jimmy Anderson Salesperson: KWAME SAMUELS
Vehicle Description Year: 2016 Make: Hyundai Model: Tucson Series: SE	Odometer: 14,639 VIN: KM8J23A45GU110834 Color:

©2021 vAuto, Inc.

Checkered Flag BMW-MINI
5225 Virginia Beach Blvd
Virginia Beach, VA 23462

Purchase Voucher

7648
02-6127/1000

DATE 8/9/2021

PAY TO THE ORDER OF Brandon Newins \$ 12,251.00

Twelve thousand two hundred fifty one and 00/100 DOLLARS

FOR 2016 Hyundai Tucson

⑈8778288614⑈ ⑈KM8J23A45GU110834⑈ 05256425⑈

This voucher good towards a vehicle purchase - NO CASH VALUE, NON TRANSFERABLE, VOID WHERE PROHIBITED



Vehicle Purchase Agreement

Seller's Name
BOBBY VAIL DAVIS

Seller's Address
438 STALEY CREST WY
CHESEAPEAKE VA 23321

Seller's Name

Seller's Address

Purchaser's Store Name / Location
CARMAX - VA BEACH

3801 BONNEY ROAD
VIRGINIA BEACH VA 23462

VEHICLE YOU ARE SELLING (THE "VEHICLE")

Year 2007 Make HYUNDAI Model SANTA FE

VIN 8HMC6H13EB7H044116 Mileage 62,363

(1) Appraisal Offer	\$ 4,900.00
(2) Discharge of Lien to:	
Lienholder	\$ 0.00 Estimated Payoff
Account No.	
Address (Street)	
City/State/Zip	
Phone	
(3) ESP and/or GAP Cancellation	\$ 0.00 ESP and/or GAP Cancellation Amount
(4) Amount Due to Seller (if 2 - 3) is less than (1).	\$ 4,900.00 Positive Equity
(5) Amount Due to Purchaser (if 2 - 3) is greater than (1).	\$ 0.00 Negative Equity

By executing this Vehicle Purchase Agreement (the "Agreement"), you sell, transfer, and convey all rights, title, and interest in and to the Vehicle to CarMax, its successors and assigns, and CarMax accepts all such rights, title, and interest in and to the Vehicle. You warrant and represent that (a) you are the sole legal and record owner of the Vehicle and that, except as identified in Line (2) above, no other party has any interest or claim of interest in or to the Vehicle, (b) the Vehicle is free from all security interests, liens, charges, claim of ownership, and encumbrances and (c) that you have the right to sell the Vehicle outright or upon payoff of the Lienholder(s) shown in Line 2 the Vehicle will be free from all liens. The sale of the Vehicle to CarMax is a final sale and is not connected in any way to a purchase of another vehicle by you from CarMax.

MILEAGE DISCLOSURE

You warrant and represent that the mileage identified above and on the instruments to transfer title reflects the actual mileage of the Vehicle unless one of the following statements is checked:

Reflects the amount of mileage in excess of mechanical limits Is NOT actual mileage (odometer discrepancy).

LIENHOLDER INFORMATION

You accept CarMax's offer to purchase the Vehicle for the amount specified in Line (1) above, which is equal to the offer amount on the Appraisal Offer form previously provided to you and incorporated by reference. If there is/are lienholder(s) for the Vehicle, CarMax will pay the amount of the lien obtained from the lienholder(s) on your behalf, as reflected in Line (2) ("Estimated Payoff"). You authorize CarMax to contact the lienholder(s) to obtain whatever information is necessary to pay off the liens and transfer title and you give the lienholder(s) authorization to release this information to CarMax. The Estimated Payoff may be greater or less than the amount that is actually due to the lienholder(s) to transfer title ("Actual Payoff"). You agree to pay CarMax the difference between the Total Estimated Payoff and the Actual Payoff plus any additional costs incurred by CarMax, upon demand. In order for you to transfer a marketable certificate of title, all liens on the Vehicle must be paid. If the Actual Payoff is less than the Total Estimated Payoff, you will receive a refund of the difference from your lienholder. If you purchased another vehicle from CarMax and financed the other vehicle with CarMax and your refund is \$200 or more, CarMax will send the refund to the lienholder that purchased your retail installment contract.

CarMax will pay you the amount specified in Line 4 (if any) in one of two ways. CarMax may issue you a bank draft for the amount specified in Line 4, which must be deposited and may be held by your bank. If you are purchasing another vehicle from CarMax at the time you are selling this Vehicle, you may have the amount specified in Line 4 applied to the purchase of that Vehicle either as a "trade-in credit" or "down payment."

You agree that if the amount shown in Line 2 minus Line 3 is greater than Line 1, you will pay CarMax the difference shown in cash or certified funds, as reflected in Line 5 ("Negative Equity"), which may increase in the event the Total Estimated Payoff is less than the Actual Payoff. If you are purchasing another vehicle from CarMax, the entity financing that transaction may agree to finance the Negative Equity and will pay CarMax the Negative Equity on your behalf. If you purchase another vehicle from CarMax and subsequently return the vehicle, you agree to repay CarMax the entire amount of the Negative Equity in cash or other certified funds at or before return.

TITLE TRANSFER

You warrant and represent that none of the title or ownership documents presented by you, including, but not limited to, the certificate of title, odometer disclosure statements, vehicle registration, and/or power of attorney, are altered, forged, fraudulent, established by unlawful or fraudulent means, and/or falsified in any way. You warrant and represent that all statements, disclosures, representations, and warranties you have provided us herein and as shown on the Appraisal Offer form and the instruments used to transfer title, are true, correct, and complete. In the event any of the information provided is incorrect, incomplete, false, and/or fraudulent or if the information on the certificate of title or title history is different from the warranties and representations provided, you will be deemed to have breached this Agreement. Our ability to secure a marketable certificate of title for the Vehicle is a condition subsequent to this Agreement. If, for any reason, we are unable to secure a marketable certificate of title, you will be deemed to have breached this Agreement. You agree to cooperate with CarMax in the completion and execution of any and all documents required to transfer title under applicable state law, including but not limited to, execution of title documents or instruments to transfer title, odometer disclosure statements, and damage disclosure statements. Your refusal to cooperate will be considered a breach of this Agreement.

You warrant and represent that, unless indicated on the Appraisal Offer, the Certificate of Title for this Vehicle is not now nor has ever been branded "Salvage," nor is it a recovered theft vehicle or purchased with stolen funds. A Salvage vehicle is defined as a vehicle (1) acquired by an insurance company as part of the claims process, (2) damaged as a result of collision, fire, flood, or another occurrence

to such an extent that its cost of repair would exceed its actual cash value. You warrant and represent that, except as noted on the Appraisal Offer, the Vehicle has not been rebuilt or reconstructed, has not suffered frame damage or flood damage, has never had its speedometer or odometer broken or replaced, and has not been subject to a manufacturer's repurchase or Lemon Law repurchase. You represent and warrant that, other than noted on the Appraisal Offer form, the Vehicle has no known accident or body damage and is free from mechanical problems. You represent and warrant that there are no outstanding manufacturer's recalls for the Vehicle and that, to the best of your knowledge, the Vehicle's air bags (if provided as indicated on the dash, steering wheel, seats, and/or pillars) are in good working order and have never deployed. You represent and warrant that the Vehicle is legally present in the United States and if the Vehicle was manufactured for use outside the United States, it was imported in compliance with all U.S. Customs and Border Protection laws and regulations.

You warrant and represent that there are no unpaid parking tickets, unpaid taxes, and/or other unpaid municipal or government fees and/or fines associated with the Vehicle and that you are responsible for the payment of such if they exist. You agree to indemnify and hold CarMax harmless for any and all liability for such tickets, taxes, fees, and fines.

BREACH AND LIABILITY

Any breach of this Agreement, including but not limited to, any untrue, false, fraudulent, incomplete, incorrect, or misleading representation or warranty made by you in this Agreement, may, at CarMax's option, result in the cancellation of this Agreement. CarMax reserves the right to cancel the sale at its sole option for any reason. If we cancel this sale, any cash tendered to you (or trade-in credit given) for the Vehicle may be voided at our sole discretion without notice to you and you will immediately return any voucher, monies, or trade-in credit given in a manner and time prescribed by CarMax. If the sale is cancelled following our payoff of the liens in Line 2, you are responsible for refunding that amount to CarMax. If you applied the proceeds from the sale to the purchase of another vehicle from CarMax and this sale is cancelled, you shall be solely liable for the affected portion of your down payment or trade-in credit for that other vehicle. Should (1) any statement, disclosure, representation, warranty, or any part hereof, prove to be untrue, false, fraudulent, incomplete, incorrect, or misleading, or (2) you breach this Agreement, or (3) there occur a violation of any applicable federal, state, or local law, regulation, or ordinance attributable to any act or omission by you in connection with the sale of the Vehicle, any of which causes us directly or indirectly to incur any liability whatsoever, you hereby agree to indemnify, defend us, and hold us harmless from and against such liability, cost, damage, claim, fine, cause(s) of action, penalty (including reasonable attorney's fees), whether at law or in equity, known or unknown.

If we are informed by law enforcement or any state's Department of Motor Vehicles ("DMV") that the Vehicle is actively reported as stolen or that the title you have presented to us was obtained by fraud, you authorize us to release the Vehicle to law enforcement, the DMV, or any other owner or lienholder identified by either of them as having a legitimate proprietary interest in the Vehicle, and you agree to hold us harmless for such release. If CarMax releases the Vehicle as specified above, to law enforcement, the DMV, or any other rightful owner or lienholder, you agree to immediately return all funds CarMax paid to you, or paid to a lienholder on your behalf, by us for the purchase of the Vehicle.

MISCELLANEOUS STATE-SPECIFIC REQUIREMENTS

North Carolina and Iowa Sellers must be signing the NC Damage Disclosure Statement and Iowa Damage Disclosure Statement (if applicable), which is incorporated by reference. Georgia, Kentucky, and Texas Sellers: You agree that you are responsible for all unpaid ad valorem taxes assessed against the Vehicle and you agree to indemnify and hold us harmless from any and all liability for such taxes. California Sellers: If you purchase another vehicle concurrently with your sale of this Vehicle to CarMax and exercise your rights under a Vehicle Contract Cancellation Option Agreement, then this Agreement is subject to cancellation under the conditions provided in the Vehicle Contract Cancellation Option Agreement. See the Vehicle Contract Cancellation Agreement for full details.

The law of the state in which this Agreement was signed shall apply to the execution, construction, and performance of this Agreement. You agree to submit to personal jurisdiction in the state and locality where this Agreement was signed. No waiver of this Agreement shall be effective nor breach excused unless in writing and signed by all parties. Except as otherwise noted, this is the entire Agreement between the parties with respect to the Vehicle.

AUTHORIZATION TO COPY DRIVER'S LICENSE

In an effort to combat fraud and prevent identity theft, CarMax reviews and maintains copies of its customers' driver's licenses. By executing this document, you consent to CarMax making and retaining a copy of your driver's license by photocopier, electronic scanner, or otherwise.

You acknowledge receiving and reading entirely, prior to signing below, this Agreement and the Appraisal Offer, which is incorporated by reference. By executing this document, you represent that you intend to be bound by this Agreement.

SELLER:
Bobby Vail Davis
Seller's Signature
Amanda N. Davis
Seller's Signature
Date: 01/30/2021

PURCHASER: CarMax as agent
Chelan Leonard
Purchaser's Signature
Chelan Leonard
Purchaser's Name
Date: 01/30/2021

Prepared by:
Kevin L. Hubbard, Esq. VSB #25179
709 Greenbrier Parkway
Chesapeake, Virginia 23320
Tax ID/Map/Parcel/GPIN: 14667506550000

The existence of title insurance is
unknown to the preparer

**DEED OF GIFT
TAX EXEMPT PURSUANT TO §58.1-611(D)**

THIS DEED OF GIFT, made this 22 day of February 2021 by and between
BOBBY V. DAVIS and SHIRLEY B. DAVIS, GRANTORS, and AMANDA L. NEWINS,
GRANTEE, whose address is 629 Staley Crest Way, Chesapeake, VA 23323.

WITNESSETH

That for and in consideration of the love and affection between the parties, and
other good and valuable consideration, the receipt whereof is hereby acknowledged,
the Grantor(s) do hereby grant and convey with GENERAL WARRANTY and ENGLISH
COVENANTS OF TITLE, unto the Grantee, AMANDA L. NEWINS, the following Property
known as 736 Kempsville Road, Virginia Beach, Virginia and particularly described as
follows:

See Exhibit "A" attached

Prepared without the benefit of title examination

After Recording Return to: Pender & Coward, PC
709 Greenbrier Parkway, PC
Chesapeake, Virginia 23320



This conveyance is made subject to easements, conditions, and restrictions of record insofar as they may lawfully affect the Property.

WITNESS the following signatures and seal:

Bobby V. Davis _____ (SEAL)
BOBBY V. DAVIS

**COMMONWEALTH/STATE OF VIRGINIA,
CITY/COUNTY OF CHESAPEAKE, to-wit:**

The foregoing instrument was acknowledged before me this 22nd day of February 2021 by Bobby V. Davis.

EILEEN T. FERRARA
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #188284
My Commission Expires 11/30/21

Eileen T. Ferrara
Notary Public

Shirley B. Davis
SHIRLEY B. DAVIS

**COMMONWEALTH/STATE OF VIRGINIA,
CITY/COUNTY OF CHESAPEAKE, to-wit:**

The foregoing instrument was acknowledged before me this 22nd day of February 2021 by Shirley B. Davis.

EILEEN T. FERRARA
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #188284
My Commission Expires 11/30/21

Eileen T. Ferrara
Notary Public

EXHIBIT "A"

ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lot 15, as shown on the plat entitled, "Subdivision of Kempsville Colony, Section Two (2)," which plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 36, at page 23.

IT BEING the same property conveyed to the parties of the first part by deed of Melvin Arthur Runzo and Frances E. Runzo husband and wife, dated, July 25, 1972, and recorded in in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as instrument number 197200144318.

INSTRUMENT # 202100015302
E-RECORDED IN THE CLERK'S OFFICE OF
VIRGINIA BEACH ON
FEBRUARY 23, 2021 AT 09:26AM

TINA E. SINNEN, CLERK
RECORDED BY: CK

PROVIDENCE ROAD FAMILY PRACTICE
5320 Providence Road
Suite 301
VIRGINIA BEACH VA 23464-4122

Davis, Bobby V
MRN: 30063206, DOB: 8/16/1938, Sex: M
Acct #: 15000462554

11/23/2020 Office Visit in Sentara Family Medicine Physicians (continued)

Other Orders (continued)

12/16/2020 WED 12:44 FAX

0017603



Virginia Beach Neurology

Re: Bobby Davis
DOB: 08/16/1938
DOE: 12/14/2020

FAKED
12/16/20

Donald J. LaMarche, Jr., M.D.
a diplomate of the American Board
Psychiatry and Neurology
AOA Honor Medical Society

Cathy Xiaohui Cao, M.D.
a diplomate of the American Board
Psychiatry and Neurology
Fellowship: Neurophysiology and
Epilepsy

Neurology
Electroencephalography
Electrocardiography

968 First Colonial Road
Suite 103
Virginia Beach, Virginia
23454

Phone: 757-481-3808
Fax: 757-481-2498

To: Francis Javler, M.D. Via Facsimile 507-9055

Dear Dr. Javler,

It was my pleasure to see your patient, Mr. Bobby Davis, in my office on 12/14/2020 for evaluation of his cognitive impairment.

History of Present Illness: As you know, Mr. Davis is a pleasant, 82-year-old, right-handed, Caucasian gentleman with a past medical history significant for hypertension, who was noted to have cognitive impairment. Mr. Davis was accompanied by his nephew. Reportedly, he was noticed to have some forgetfulness in July of 2020 and he and his wife moved in to live with the niece's family about three months ago and the niece's family noticed that the patient does not recognize his wife or niece and does not know if he is married. He does not remember if he has used the bathroom. He needs assistance dressing himself. He can do basic word search puzzles. He needs assistance with everything else. He is no longer driving and he sometimes talks to himself. He does not understand why he has to eat or wear clean clothes. He can be very aggressive at times and he thinks people are trying to break in the house to kill him. He claims that his niece is taking money from him.

Mr. Davis has been receiving B12 injections for the past few months and has recently switched to oral B12. Reportedly, his B12 level is normal now.

The patient does not sleep at night and he is up most of the night and he is tired during the day.

Past Medical History: Significant for hypertension, GERD, coronary artery disease, and he has multiple compression fractures in the lumbar spine.

12/16/2020 1:42PM (GMT-05:00)



12/23/2020 - Office Visit in Sentara Family Medicine Physicians (continued)

Other Orders (continued)

12/16/2020 WED 12:45 FAX

2002/003

Re: Davis, Bobby
December 14, 2020
Page 2

Current Medications: Lasix, potassium, Colace, aspirin, Plavix, vitamin D, Imdur, Prevacid, Claritin, metoprolol, Nitro, Zocor, and Tylenol.

Drug Allergies: NKDA.

Social History, Family History, and Review of Systems: As per the patient's intake questionnaire.

Physical Examination: BP 122/62. P 68. R 18.

General: The patient is well nourished, well developed, in no acute distress. Neck is supple, no carotid bruits. Lungs clear to auscultation bilaterally. Cardiovascular: Regular rate and rhythm.

Neurological Examination:

Mental Status: He is alert, awake, he is quiet and does not speak spontaneously. He does respond to questions. His Mini-Mental Status Examination score is 11/30. His speech is normal except for word-finding difficulties.

Cranial Nerves: Visual fields are full to finger confrontation bilaterally. PERRL, EOMI, facial sensation is intact, face is symmetric, hearing is intact bilaterally. Palate elevation is symmetric with normal phonation. Tongue protrusion is midline without deviation or fasciculation.

Motor/Sensory: The muscle strength of the bilateral upper and lower extremities is normal. Tone is normal. No fasciculations or abnormal movements are noted. No hypertrophy or atrophy is noted. Deep Tendon Reflexes are trace in the biceps, trace in the triceps and 1+ in the knee jerks. Sensation is intact to touch. Finger-to-nose is normal. Rapid alternating movements are normal. Coordination and gait are normal.

Impression: This is an 82-year-old gentleman with severe dementia, concerning for Alzheimer's disease. However, because the family only reported a six-month history of cognitive impairment, which is much faster than typically seen in patients with Alzheimer's disease, other subacute dementing illnesses need to be considered, such as autoimmune encephalitis and Creutzfeldt-Jakob's disease and intracranial structural abnormalities.

Recommendations:

1. MRI of the brain with and without contrast.
2. We will get lab test results from Dr. Javier's office.

12/16/2020 1:42PM (GMT-05:00)

PROVIDENCE ROAD FAMILY PRACTICE
5320 Providence Road
Suite 301
VIRGINIA BEACH VA 23464-4122

Davis, Bobby V
MRN: 30063206, DOB: 8/16/1938, Sex: M
Acct #: 15000462554

~~12/23/2020 - Office Visit in Sentara Family Medicine Physicians (continued)~~

Other Orders (continued)

12/16/2020 WBC 12:45 FAX

0003/003

Re: Davis, Bobby
December 14, 2020
Page 3

Recommendations (cont.):

3. I recommended that the patient start Namenda 10 mg q.h.s., as well as Seroquel 25-50 mg q.h.s.

I will see him again after he completes the tests.

Thank you very much for this consultation. Please do not hesitate to call me at 481-3808 with any questions.

Sincerely,


Cathy X. Cao, M.D.

CXC/mjk

12/16/2020 1:42PM (GMT-05:00)

Referral to Neurology [819003126]

Result status: Edited Result - FINAL

Order status: Completed

Filed by: Daraio, Jennifer 03/24/21 1637

Acknowledged by: Javier, Francis V, MD on 03/24/21 2032

PROVIDENCE ROAD FAMILY PRACTICE
5320 Providence Road
Suite 301
VIRGINIA BEACH VA 23464-4122

Davis, Bobby V
MRN: 30063206, DOB: 8/16/1938, Sex: M
Acct #: 15000462554

1/23/2021 Office Visit in Sentara Family Medicine Physicians (continued)

Other Orders (continued)

01/21/2021 THU 12:42 FAX

0001/002

VIRGINIA BEACH NEUROLOGY
968 First Colonial Road, Suite 103
VA Beach, VA 23454
Phone: 757-481-3808
Fax: 757-481-2498

FAXED
1/23/21

NAME: Bobby Davis
DOB: 08/16/1938

DATE: January 19, 2021

OFFICE NOTE

Chief Complaint: "He is still aggressive."

History of Present Illness: Mr. Bobby Davis returned to the office today for follow-up of his dementia. Mr. Davis was accompanied by his niece's husband. He underwent an MRI of the head without contrast on 01/13/2021, which revealed no acute intracranial abnormalities, there was moderate global cerebral volume loss, mild chronic small vessel ischemic changes, and chronic right corona radiata lacunar infarct.

The lab test performed on 08/21/2020 revealed a normal TSH, B12 low at 150, and unremarkable CBC, complete metabolic panel and a repeat B12 level on 11/23/2020 was 512.

Mr. Davis' family called my office on 11/11/2021, complaining of the patient's aggressive behavior, and at that time, I increased the Seroquel to three pills at night.

Today, Brandon (the patient's niece's husband) stated that he is doing better with the increased dose of Seroquel. Overall, his sleep is better, but he is still more confused in the evenings with sundowning. Some days, he is still aggressive, usually towards his niece or his wife.

He tolerates the Namenda very well without any side effects.

Current Medications: Namenda 10 mg q.h.s., Seroquel 75 mg q.h.s., Lasix, potassium, Colace, aspirin, Plavix, vitamin D, Imdur, Prevacid, Claritin, metoprolol, Nitro, Zocor, and Tylenol.

Past Medical History, Social History, Family History, and Review of Systems:
Unchanged and as per the patient's intake questionnaire.

Neurological Examination:

He is alert, awake and he is pleasant. He does not know the year or the month. He responds to questions with simple sentences. He has normal speech. Cranial nerves II-XII are intact except he is hard of hearing. On motor examination, he has normal strength in the upper and lower extremities. He has a slow gait and he has scoliosis.

01/21/2021 1:39PM (GMT-05:00)

PROVIDENCE ROAD FAMILY PRACTICE
5320 Providence Road
Suite 301
VIRGINIA BEACH VA 23464-4122

Davis, Bobby V
MRN: 30063206, DOB: 8/16/1938, Sex: M
Acct #: 15000462554

11/23/2020 - Office Visit in Sentara Family Medicine Physicians (continued)

Other Orders (continued)

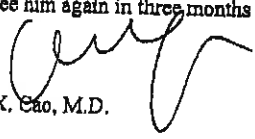
01/21/2021 THU 12:42 FAX

0002/002

Davis, Bobby
Office Note
January 19, 2021
Page 2

Impression / Recommendations: Severe dementia, most likely Alzheimer's disease. The MRI of the brain was unremarkable. I would recommend a Syphilis test to make sure he does not have neurosyphilis. He seems to be doing slightly better with the combination of Namenda and Seroquel but he still has sundowning symptoms. Today, I have recommended that he add an additional 25 mg dose of Seroquel in the afternoon before his sundowning symptoms and increase Namenda to 10 mg b.i.d., and also, I have given him 0.5 mg p.r.n. Ativan for severe agitation.

I will see him again in three months for follow-up.


Cathy X. Cao, M.D.

CXC/mjk

CC: Francis Javier, M.D. Via Facsimile 507-9055

01/21/2021 1:39PM (GMT-05:00)

Scan on 1/12/2021 1418 by Wallace, Cathy L: CATHY X. CAO, MD 12/14/20 (below)

PROVIDENCE ROAD FAMILY PRACTICE
5320 Providence Road
Suite 301
VIRGINIA BEACH VA 23464-4122

Davis, Bobby V
MRN: 30063206, DOB: 8/16/1938, Sex: M
Acct #: 15000462554

03/23/2021 - Office Visit in Sentara Family Medicine Physicians (continued)

Other Orders (continued)

03/23/2021 TUE 12:25 FAX

@001/002

VIRGINIA BEACH NEUROLOGY
968 First Colonial Road, Suite 103
VA Beach, VA 23454
Phone: 757-481-3808
Fax: 757-481-2498



NAME: Bobby Davis
DOB: 08/16/1938

DATE: March 19, 2021

OFFICE NOTE

Chief Complaint: "He is doing worse."

History of Present Illness: Mr. Bobby Davis returned to the office today for follow-up of his dementia. Mr. Davis was accompanied by his niece's husband, Brandon, and his wife. Brandon stated that Mr. Davis is still not doing well and he actually had an episode that he was extremely agitated, and he was yelling in the ER two weeks ago, and he was in the yard, yelling, "People tried to kill me." Eventually, the police were involved and he was sent to the emergency room, and at discharge, they were advised to increase his Seroquel dose to 25 mg in the morning, 50 mg at noon, and 25 mg at night. Since then, he has not had those outbursts anymore but he is still quite agitated and refusing to get out of bed, refusing to eat, and refusing to take medications, and he will be aggressive physically towards his wife and his niece. Brandon has tried to give him Ativan in the evenings. It does help him calm down and it will be easier for him to get ready for bed. However, over the past few weeks, his walking has become much more difficult. He is more stooped and he is shuffling. He has not had any falls yet, but his mobility is much more deteriorated.

The lab test revealed a negative Syphilis IgG.

Current Medications: Namenda 10 mg b.i.d., Seroquel 25 mg in the morning, 50 mg at noon, and 25 mg at night, Ativan 0.5 mg in the evenings, Lasix, potassium, Colace, aspirin, Plavix, vitamin D, Imdur, Prevacid, Claritin, metoprolol, Nitro, Zocor, and Tylenol.

Past Medical History, Social History, Family History, and Review of Systems:
Unchanged and as per the patient's intake questionnaire.

Neurological Examination:

He is alert and awake. He does not know the year or the month. He attempts to respond to questions. Cranial nerves II-XII are intact except for hearing loss. On motor examination, he moves his upper and lower extremities. He walks with a cane with severe scoliosis and his gait is small-stepped, shuffling, and he had a few incidents of freezing when he was walking in the office.

03/23/2021 1:22PM (GMT-04:00)

PROVIDENCE ROAD FAMILY PRACTICE
5320 Providence Road
Suite 301
VIRGINIA BEACH VA 23464-4122

Davis, Bobby V
MRN: 30063206, DOB: 8/16/1938, Sex: M
Acct #: 15000462554

1/23/2020 - Office Visit In Sentara Family Medicine Physicians (continued)

Other Orders (continued)

03/23/2021 TUE 12:26 FAX

002/002

Davis, Bobby
Office Note
March 19, 2021
Page 2

Impression / Recommendations: Severe dementia of Alzheimer's disease with combative aggressive behaviors. I believe that his deterioration of the gait is a side effect of Seroquel. I would recommend that he lower the Seroquel dose to 25 mg in the morning and 25 mg at night and he will take Ativan up to twice per day for additional agitation. I have recommended that the patient use a walker and we will send home PT / OT. In addition, I had a long discussion with Brandon regarding the future care. I feel that the patient would be best managed in the Memory Center or to hire a home nursing aide. Brandon stated that they have started to look into it and they are planning to move him to a Memory Center in the near future.

I will see him again in two months for follow-up, or sooner if needed.


Cathy X. Cao, M.D.

CXC/mjk

CC: Francis Javler, M.D. Via Facsimile 507-9055

03/23/2021 1:22PM (GMT-04:00)

Scan on 2/5/2021 1242 by Beasley, Lanita Y: VIRGINIA BEACH NEUROLOGY DR.CHO GATHY (below)